

# RESIDENT AGREEMENT 2017-18

## Residence Life

**Introduction:** The Shepherd University Residence Life System includes any living accommodations owned or managed by the University, herein referred to as “residence halls.” All residents must conduct themselves in a manner consistent with the University’s expectations, as stated in the *Shepherd University Student Handbook* and the *Residence Life Resident Agreement*.

1. **Agreement Period:** By signing this Resident Agreement the resident student accepts the terms of this document and is obligated to maintain a temporary residence in the residence halls from the designated occupancy date to the conclusion of the academic year on April 27, 2018. The terms of this Resident Agreement are binding upon the University’s receipt of the signed Resident Agreement. Summer housing is provided at additional cost by separate agreement.

2. **Residency Requirement:** As identified in the *Student Code of Conduct*, all full-time, unmarried students are required to live on campus unless they meet and are approved for an exception. The requirement to participate in the Residence Life program continues unless and until the student applies for and is granted an exception to the residency requirement, per this document and the conditions and procedures outlined in the Residence Life section of the Shepherd University *Student Handbook*. For returning residents, an application for an exception from the policy and/or relief from a current Resident Agreement must be received in writing in the Residence Life Office by November 1 for the following spring semester and by April 1 for the following fall semester. Late applications for an exception may not be considered until the following review period.

[Exception to the residency requirement before signing a Resident Agreement \(prior to deadline\)](#), the student may be approved for an exception to the University’s residency requirement for approved reasons which can include:

- Have lived on campus for at least eight semesters,
- Serve as a caregiver to a dependent (such as become a parent) or be married,
- Have successfully completed at least 90 credit hours,
- Be at least 21 years of age,
- Be enrolled for fewer than 12 credit hours in a semester,
- Have completed at least one year of active military service,
- Be enrolled in an internship, student teaching, study abroad, or similar academic programs as to which on-campus residence would amount to a substantial and unreasonable hardship,
- Have a properly documented ADA accommodation that has been approved through Disability Support Services, or
- Commute within the allotted commuting distance from a parent or legal guardian’s primary home. The parent or legal guardian’s home must be the primary residence of the parent or guardian and must be the exclusive domicile of the student, and it must be located within one of the following counties: Berkeley or Jefferson county, West Virginia; or in Frederick or Washington county, Maryland. NOTE: Living in a location other than the parent’s or guardian’s primary residence within the commuting range does not qualify the student for an exception; room and board charges may be added to the student’s account.

3. **Student Request for Termination (Request by the Resident Student After Signing a Resident Agreement):** Students may apply to cancel the Resident Agreement after it has been submitted for limited reasons. The student should not presume that the application has been approved until formal notification of the decision is issued by the Director of Residence Life or designee. Note: premature legal commitment by the resident student to housing off-campus does not constitute grounds for a release from this Resident Agreement. The primary reasons why the resident student may be approved to terminate the Resident Agreement for a specific time period after it has been submitted to the Residence Life Office include:

- Serve as a caregiver to a dependent (such as become a parent) or be married,
- Be enrolled for fewer than 12 credit hours in a semester,
- Be enrolled in an internship, student teaching, study abroad, or

Similar academic programs as to which on-campus residence would amount to a substantial and unreasonable hardship,

- Have a properly documented ADA accommodation that has been approved through Disability Support Services, or
- Commute within the allotted commuting distance from a parent or legal guardian’s primary home. The parent or legal guardian’s home must be the primary residence of the parent or guardian and must be the exclusive domicile of the student, and be located within one of the following counties: Berkeley County or Jefferson County, West Virginia; or in Frederick County or Washington County, Maryland. Living in a location other than the parent’s/guardian’s primary residence within the commuting range does not qualify the student for an exception and room and board charges may be added to the student’s account.

### Important factors to note:

- Current residents must petition for an exemption from continuing in on-campus housing and the University Residency requirement by April 1 for the following Fall semester and by November 1 for the following Spring semester.
- Petitions to terminate a Resident Agreement must be received in writing in the Residence Life Office and must bear the signature of the resident student.
- Approval for a termination of the Resident Agreement will result in forfeiture of the \$100 Damage Deposit.
- Approval for a termination of the Resident Agreement after occupancy will result in no refund from any room charges and a prorated refund of a portion of the meal (board) plan.

4. **Meal Plan Requirement:** All resident students who live in traditional residence halls and suites must participate in a University meal (board) plan. Meal plan requirements are based on the number of credit hours accumulated by the resident student at the beginning of a semester

- Meal plans can only be changed during the first two weeks of classes each semester.
- Student residents who live in apartment-style residence halls are not required to participate in a University meal plan, but are encouraged to do so.

5. **Deposit:** In order to reserve a space in the residence hall, the student must submit and maintain a \$100 Damage Deposit. A \$100 Damage Deposit must be maintained at the start of each semester for which the student lives in a residence hall. When the resident student no longer lives in the residence halls, the Damage Deposit is refunded, less any outstanding balance on the student’s University account.

6. **Eligibility:** In order to live in a residence hall, the student must

- Have a signed Resident Agreement on file with the Residence Life Office prior to moving into an assigned room,
- Be enrolled in academic course work at the University each semester,
- Show proof of vaccination against meningococcal meningitis or to provide a medical waiver from vaccination which is available from the Student Health Center, and
- Be at least 17 years of age by the occupancy date.

7. **Occupancy Period:**

- The opening and closing of the residence halls will follow the University academic calendar. The University reserves the right to modify this schedule in accordance with officially announced changes in the University calendar.
- Unless approved otherwise by the Director of Residence Life or designee, traditional and suite-style residence halls will be closed and all resident students must vacate their rooms by the times and dates designated for Thanksgiving, winter, and spring breaks.
- Each semester, residents in traditional and suite-style residence halls will be required to vacate their rooms 24 hours after their last final exam or by 6:00pm on the last day of final exams, whichever is earlier.

- Apartment-style residence halls will remain open during Thanksgiving, winter, and spring breaks. **Residents in apartment-style housing may occupy their assigned spaces during the winter break only if they are returning to the University for the subsequent spring semester, as evidenced by advance registration for University credit hours.**
  - At the end of the spring semester, residents in apartment-style residence halls are required to vacate their rooms 24 hours after their last final exam or by 6:00pm on the last day of final exams each semester, whichever is earlier, unless participating in graduation, or unless they are advance-registered for summer I and/or summer III and are assigned to continue in the same hall and room for the summer sessions.
  - Limited exceptions to the occupancy period for resident students living in other residence halls may be granted by the Director of Residence Life or designee for curricular or co-curricular reasons, and for international students, with supporting documentation and for an additional cost.
  - Requests for extended stays must be submitted to the Residence Life Office at least two weeks before the hall closings.
8. **Room Assignment:** Attempts will be made to meet room assignment preferences indicated by the resident student. However, the University can neither guarantee an assignment to a particular residence hall or room nor guarantee the continuation of any single room for any given Resident Agreement period. Residence Life staff not granting the student's preferences, shown on the application or otherwise, shall not void the Resident Agreement. Room assignments are not assignable by a student and occupancy by any person without prior authorization from Residence Life Office staff is not permitted. **Residence Life Office staff has the right to assign, reassign, consolidate, and adjust room assignments and occupancies at any time, as deemed appropriate by Residence Life Office staff to maintain order and safety, to make repairs to University property, or for other operational efficiencies.** When two or more vacancies exist among multiple rooms, residents without roommates may be required to move together (consolidate), be assigned a new roommate, or be given the opportunity to pay the single room rate and occupy the room singularly. The student is responsible for any increase or decrease of housing and meal charges associated with the changed housing placement.
9. **Damages and Facilities:** Each resident is responsible for their actions, for the actions of their guests, and for the proper use, care and cleanliness of the housing and dining facilities, assigned space, common areas and university property. Each resident is responsible for cleaning their room, common area, and bathroom (if applicable). Each resident agrees to use safety and security equipment within their assigned housing space and building appropriately; report damages, interrupted service or need for repairs; and assist the University in identifying individuals responsible for damage, theft, or loss. Residents identified as responsible for damage, theft, or loss (whether intentional or negligent) in their assigned space or in common areas of the housing and dining facilities will be charged the cost of repair, replacement, or restoration within or to the assigned space or building or public areas, and any necessary cleaning charges. When individual responsibility cannot be determined, residents may be held collectively responsible at the University's discretion for damage, theft or loss to the assigned space, to common areas, or to university fixtures, furnishings, or property within them. Residents may not deface, damage, or alter any floor, wall, ceiling, door, or any electrical, plumbing, safety or mechanical equipment in the building, as this can be dangerous or detrimental for all students in the building.
10. **Occupancy:** Occupancy occurs upon the activation of a Rambler or On-ity/electronic key card or the issuance of a key to the student for a specified room and does not require the actual physical presence by the student or their possessions. The student may occupy assigned spaces only on the dates given by the Residence Life Office staff. Occupancy is one resident per space and multiple spaces may be present in a room. Some rooms may be designated for expanded occupancy on a temporary basis.
11. **Non-Discrimination:** In accordance with the basic policy of the University concerning civil rights, no discrimination in assignments or room changes are made on the basis of ability, age, beliefs, ethnicity, gender, gender expression, identity, life experiences, medical condition, national origin, race, religious creed, sex, sexual orientation, or other status protected by law.
12. **Housing Accommodations:** Residence Life Office staff partners with the Disability Support Services Office on an individualized student basis for the review of requests related to medical conditions or similar accommodations. The student requesting such accommodations should contact the staff in Disability Support Services at 304-876-5122. Approval from Disability Support Services must be received by the Residence Life Office before any housing accommodation will be designated.
13. **Subleasing:** The resident student may not sublease, convey, or assign their housing space in the Residence Life System, nor their financial obligations under this Resident Agreement to anyone. The resident student who violates this policy will be liable for all costs incurred by the University including expenses related to the eviction of the third party.
14. **Resident Student Responsibility:** The resident student is responsible for compliance with all University and residence hall rules, regulations, policies, and procedures as outlined in the *Student Handbook*, University Catalog, *Student Code of Conduct*, and all other University publications or documents, as well as local, state, and federal laws. Violations of any of these items may be considered a substantial violation of this Resident Agreement. Such violations will be referred to the appropriate University personnel for student conduct action, to the appropriate law enforcement authorities, or both.
15. **Rights of Others:** In order to maintain the academic atmosphere of the residence halls, resident students are expected to conduct themselves in a considerate manner with regard to the rights, safety, and needs of others. Accordingly, resident students are obligated to live in a cooperative manner with roommates and other residents. Resident students shall recognize and respect the authority of University staff, including Resident Assistants, and comply with requests made by these staff made in performance of their duties. To promote a more conducive living and learning environment, policies have been enacted (see *Student Handbook* for more information) and include such things as visitation, guest responsibility, quiet hours, alcohol, prohibited items, etc.
16. **Check-In and Check-Out:** At check-out, each resident student will return the assigned space and its University furnishings in the same condition as they were received, less normal wear and tear. If the resident student does not check-in and/or check-out properly as outlined in the *Student Handbook* or occupies a space prior to or after the assigned date and time, a monetary charge (\$25) for administrative costs plus a daily room rate will be applied per occurrence.
17. **Abandoned Property:** Any property remaining after the resident student has vacated a space shall be considered to be abandoned and may be discarded at the University's option. Any associated fees for removal, disposal, and storage will be assessed to the resident student's account.
18. **Utilities:** The housing costs charged under this agreement include Internet service and all essential utilities, excluding telephone service. Failure of utility services will not render the University liable to residents for damage to property, nor abatement of housing fee owed, nor relieve residents of obligations under this agreement.
19. **Right of Entry:** The University reserves the right to enter resident student rooms:
- Under the conditions established in the *Shepherd University Student Handbook*, as it exists at the time of this Resident Agreement's signing date or as it may be thereafter amended during the term of this agreement.
  - For the following reasons: emergencies, repair, maintenance, health/safety inspections, wellness, or to uphold University policies.
  - The University reserves the right to move and/or remove personal property which violates University policy or creates a concern for safety or well-being.

**20. Liability:** The resident student is strongly encouraged to carry renter’s insurance for protection against losses.

- The University shall assume no responsibility, and the resident student or other party to this agreement shall indemnify and hold harmless Shepherd University and its agents and employees, for any and all claims (including attorney’s fees) arising from personal injury or for the loss, damage, or theft of personal property (including cash and negotiable assets) belonging to, or in the custody of the student for any cause whatsoever, whether such losses occur in student rooms, public areas, or elsewhere in or around the residence hall.
- The University shall not be responsible for any delay and/or non-delivery of utilities or other services to the residence facilities or any nonperformance and, losses, both personal and property, hereunder resulting directly or indirectly from natural causes; the enactment or issuance of any law, ordinance, regulation, ruling, or order; lack of the usual means of transportation; fires; floods; explosions; strikes; or other accidents or other events/contingencies beyond the University’s control.

**21. Resident Agreement Termination (Eviction) by the University:** Upon reasonable notice and for good cause, the University reserves the right to terminate this agreement at any time. Students shall remain liable for all charges assessed during the term of this agreement. No refunds of room payment shall accrue by virtue of such termination; the University may provide a prorated refund for meal plan (board plan) and refund the Damage Deposit less any outstanding balance on the student’s University account. Should this agreement be terminated, the resident student will be required to vacate the residence hall within 24 hours unless special permission, in writing, has been obtained from the Director of Residence Life or designee.

**Examples of good cause may include, but are not limited to:**

- Failure to make payment of required charges by announced deadlines,
- A change in resident student status including academic and/or disciplinary suspension,
- Non-enrollment for course credits,
- Any circumstance under which the resident causes, has caused, or poses an unreasonable health/safety risk to other residents,
- Failure to occupy the assigned room prior to the second day of classes for any given semester or session,
- Abandonment of the space by the resident, or
- Failure to comply with State or federal laws, the *Student Code of Conduct*, residence hall policies, or other regulations adopted by Shepherd University.

**22. Exceptions to any Provision of this Resident Agreement:** The resident student may request an exception to any provision of this agreement and/or may appeal any fee charged by Residence Life Office staff. All petitions must be submitted in writing to the Director of Residence Life for review and possible action. See the *Student Handbook* for more information.

**23. Status of Potomac Place Residence Hall**

- All resident students are advised that Potomac Place is a residence hall which is part of the Shepherd University Residence Life System. Potomac

Place is a privately built and privately owned building, and it is operated for the benefit of the corporate owner by Shepherd University.

- All Residence Life rules and policies apply to all residents within the Residence Life System.
- The housing fees for students assigned to a room in Potomac Place are posted to the Student Account, consistent with all other billing by the University.
- All housing fees remitted by residents of Potomac Place are the property of the building and owner and are received by the University on behalf of that corporation. The University and the corporation are committed to providing an excellent housing experience for all residents.
- Because Potomac Place is a privately owned facility, the University generally will not have any discretion in waiving any fees due or allowing a building resident to move to another building on a discretionary basis. Residents of Potomac Place agree that because the University is administering the Potomac Place facility as a component of the University Residence Life System, any claim of injury or damages by a resident student shall only be made against the University and not the owner of the building.

**24. Miscellaneous Provisions:**

- The University has the right to determine when provisions of this agreement are violated and to determine the appropriate course of action.
- On-campus housing terms, conditions, and residence hall policies are set forth in writing in order to provide resident students with general guidelines and information, and are not designed to be exhaustive. Any willful or negligent act which is dangerous to persons or property or materially disruptive to residents or staff may be grounds for adverse action, at the discretion and judgment of the University, whether expressly delineated or not.
- If any section or subsection of this Resident Agreement is ruled to be illegal or invalid, the validity or enforceability of the remaining provisions will not be affected.
- The Director of Residence Life or designee reserves the right to make changes to operational policies delineated in this Resident Agreement and/or official administrative policies as deemed necessary in the interest of order, health, safety, discipline, or for educational purposes, and such changes will be effectuated with notice published in the residence hall and by email to campus email accounts of the residents.
- With the support of the Board of Governors, the University reserves the right to increase its housing and board rates for any term, including the right to assess increases in energy costs associated with the operation of its residence facilities.

**25. Acceptance of this Resident Agreement:** The signature of the resident student on this Resident Agreement binds the student to this agreement and signifies that the resident student has read this agreement and agrees to abide by all conditions, terms, and policies as specified by this agreement. The Resident Agreement will be retained in the Residence Life Office. A copy of the resident student’s Agreement will be available from Residence Life Office to the student upon request.

I, the undersigned student, apply to become a Resident in the Shepherd University Residence Life system for the 2017-2018 academic year. “Student,” as used in this Agreement, refers to one who has a license to occupy a residence space within the Residence Life system. I understand and agree that the only interest created by this *Resident Agreement* is a license to use the room consistent with University policies. I have read, understand, and agree to fulfill all of the conditions established in this *Resident Agreement* and the *Shepherd University Student Handbook*.

Name (printed) \_\_\_\_\_

Student ID Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Complete housing preference info on back page, please.

# HOUSING REQUEST FORM

FOR OFFICE USE ONLY

Hall/Room Assignment: \_\_\_\_\_  
Staff: \_\_\_\_\_ Date: \_\_\_\_\_  
Amount Received: \_\_\_\_\_  
Date Received by Residence Life: \_\_\_\_\_

## Housing Requested For:

- Fall, 2017 & Spring, 2018       Spring, 2018  
 12 month agreement (Summer I 2017 - Spring 2018) available in Dunlop Hall only

## Please print legibly:

Name: \_\_\_\_\_ Shepherd ID: \_\_\_\_\_  
Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
City: \_\_\_\_\_ Telephone: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Email: \_\_\_\_\_@rams.shepherd.edu  
Gender:  woman  man  transgender  \_\_\_\_\_ E-mail (personal): \_\_\_\_\_

**At the beginning of this Agreement I will be a**  First Year  Sophomore  Junior  Senior  Grad Student  
**My student status is:**  Continuing  New Student (first year students including currently in high school)  Transfer  Re-Admit

## Residence Hall Preferences (rank top 2 choices, costs vary)

Contact us if you are unsure what choice to make!

\_\_\_ West Campus Traditional - yes air cond (Shaw, Thacher)

\_\_\_ New Suites (Potomac Place)

\_\_\_ Suites (Boteler, Burkhart, Lurry, Martin, Miller, Moler, Yost) - (Honors, So, Jr, Sr, or Gr status)

\_\_\_ Apartments (Dunlop, Printz) (So, Jr, Sr, or Gr status)

## Roommate Preference (if any-requests must be mutual and in writing)

Name: \_\_\_\_\_ ID Number \_\_\_\_\_

Name: \_\_\_\_\_ ID Number \_\_\_\_\_

Name: \_\_\_\_\_ ID Number \_\_\_\_\_

Due to limited availability, preferences may not be met.

## Specialty Housing Interests: (Optional, Limited Availability)

- Single Occupancy (additional cost applies)  
 Gender Inclusive (apartments and suites)  
 Honors Hall (permission required)  
 Substance-Free  
 TRiO  
 Fraternity/Sorority Life     Other \_\_\_\_\_

## Lifestyle Assessment (circle):

- |                                      |            |                   |
|--------------------------------------|------------|-------------------|
| 1. I go to bed after midnight        | Yes        | No                |
| 2. I wake up before 7:00am.          | Yes        | No                |
| 3. I prefer to study...              | In my room | Away from my room |
| 4. I can live with a smoker          | Yes        | No                |
| 5. I am a smoker (even occasionally) | Yes        | No                |
| 6. I tend to keep my room...         | Neat       | Cluttered         |

## Disability Accommodations:

I will be requesting special housing accommodations based on a documented disability.      Yes      No

This documentation must be from an appropriate and authorized professional (e.g., physician, clinical psychologist), must be timely, and must verify the nature of the disability, the functional limitations it imposes, and the need for specific accommodations. The University will not be liable for any costs associated with obtaining such documentation. Housing accommodations **may not be made until approved by the Coordinator of Disability Support Services or designee.** Disability accommodations are only for the resident requiring the accommodation.

Please mail documentation to the Disability Support Services Coordinator, PO Box 5000, Gardiner Hall, Shepherdstown, WV 25443 or fax to 304-876-5033.

## Meal Plan Options

The following meals plans are available based on the number of credit hours you have *successfully earned* at the beginning of the semester and does not include any in progress. Meal plan choices carry over from fall to spring semesters unless written notification of a change is given. Meal Plan reductions will only be accepted through the end of the first two weeks of classes each semester. Credit hours will be verified. Costs are subject to approval by the Board of Governors. **The 19 meals per week is the default plan.**

## I request the following meal plan:

### Meal Plan Options for All Residents and Commuters:

- 300 meals per semester (mps) + 200 Dining Dollars  
 19 meals per week (mpw) *Default meal plan if none are selected.*  
 190 mps + 250 Dining Dollars (must have earned at least 24 credits)  
 15 mpw + 125 Dining Dollars (must have earned at least 24 credits)

### Meal Plans for Apartment Residents and Commuters Only:

- No Meal Plan – *Dunlop and Printz residents*  
 The Ram Deluxe – 120 meals & \$170 Dining Dollars  
 The Commuter Express – 65 meals & \$140 Dining Dollars  
 The Shopper – 50 meals & \$295 Dining Dollars  
 The Budget Express – 40 meals & \$165 Dining Dollars

Please return a SIGNED COPY of this Housing Request Form and the Resident Agreement along with check or money order for the \$100 Damage Deposit (if not already on file) to: Shepherd University Residence Life Office, PO Box 5000, Miller Hall, Shepherdstown, WV 25443

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_